

**Amendment Three to Contract No. 229944 for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System**

This Amendment Three to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this \_\_\_\_ day of April 19, 2004, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

**Recitals**

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Contract, Exhibit 12, is a table provided by the Contractor describing the types of intellectual property comprised in each type of equipment to be supplied under the Contract. The Contract requires the Contractor, prior to Full System Acceptance, to provide with each invoice for a Payment Milestone an updated copy of said table highlighting any changes.
- C. The Contractor has provided an updated table in accordance with the Contract, and the Parties desire to enter into this Amendment Three to incorporate the updated Exhibit 12.

## Regional Fare Coordination Project

Equipment Name: Back-office Computer (BOC)

Software	Version	Vendor	Licensed To	Location of Source Code *	Comments
<b>RFCS IP</b>					
RFCS specific s/w	TBD	ERG	Agency		RFCS custom content is not yet included
<b>ERG IP</b>					
MASS	10	ERG	Agency	See Note 1	See Note 2 for additional detail
<b>3rd Party Software</b>					
Windows 2000 Server	Service Pack 3	Microsoft	Agency	Maintained by third party	Customer application layer source code will be included in current Escrow deposit
Oracle Enterprise 9i	9.2	Oracle	Agency	Maintained by third party	Customer application layer source code will be included in current Escrow deposit
Oracle Intelligence Agent (from Enterprise Manager)	9.2	Oracle	Agency	Maintained by third party	Customer application layer source code will be included in current Escrow deposit
Oracle Advanced Security	9.2	Oracle	Agency	Maintained by third party	Customer application layer source code will be included in current Escrow deposit
WinVNC	3.3.2 R6 or higher	GNU GPL	Public Domain	Maintained by third party	
DSM Security	Part of MASS	ERG	Agency	See Note 1	See Note 2 for additional detail
Actuate e-Reporting	Suite 5	Actuate	ERG		Enterprise
Crystal Enterprise	10	Business Objects	ERG	Maintained by third party	Customer application layer source code will be included in future Escrow deposit

\* Location options are "In Escrow", "Delivered to Agencies", "With ERG", "Maintained by third party"

Note 1 - included in material that is to be deposited before the middle of March

Note 2- specific file version information detailed in SEA-00059 Revision 1.0, Seattle Escrow Lodgement Architecture that will be included with the escrow deposit

## Agreement

NOW THEREFORE, in consideration of the mutual covenants contained herein and in the Contract, the sufficiency of which is hereby acknowledged, each Agency and the Contractor hereby agrees to amend the Contract as follows:

### Section 1.0

Exhibit 12, Intellectual Property Table, of the Contract is hereby deleted and replaced with the new Exhibit 12 which is attached to this Amendment and incorporated herein.

### Section 2.0

All other provisions of the Contract not referenced in this Amendment Three shall remain in effect.

IN WITNESS WHEREOF, authorized representatives of the Agencies and the Contractor have signed their names in the spaces provided below.

**Central Puget Sound Regional Transit  
Authority  
("Sound Transit")**



Joni Earl, Chief Executive Officer

**King County**

Darwin Campbell,  
Acting Transit General Manager

**Snohomish County Public  
Transportation Benefit Area**

Joyce F. Olson, Chief Executive Officer

**Kitsap County Public Transportation  
Benefit Area**

Richard M. Hayes, Executive Director

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Joyce F. Olson, Chief Executive Officer

**King County**

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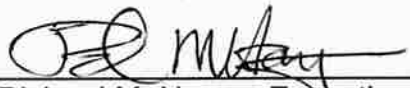
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**Pierce County Public Transportation  
Benefit Area**

**City of Everett**



Don S. Monroe, Chief Executive Officer

WF

Ray Stephanson, Mayor,  
or by his designee Paul J. Kaftanski,  
Director of Transportation Services

**Washington State Ferries, Washington  
State Department of Transportation**

Mike Thorne  
Director, Chief Executive Officer

**ERG Transit Systems (USA) Inc.**

By: \_\_\_\_\_

Mike C. Nash  
Regional Managing Director

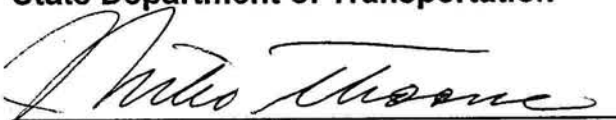
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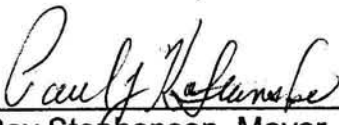
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